

CALTRANS
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
BID FOR

4

C4

CONSTRUCTION ON STATE HIGHWAY IN
ALAMEDA COUNTY IN FREMONT FROM 0.2 MILE SOUTH OF MISSION BOULEVARD/ROUTE 262
SEPARATION TO 0.3 MILE NORTH OF MISSION BOULEVARD/ROUTE 238 SEPARATION
In District 04 on Route 680

UNDER

Notice to Bidders and Special Provisions dated October 16, 2017
Project plans approved June 30, 2017
Standard Specifications dated 2010
Standard Plans dated 2010

Identified by

Contract No. 04-2537H4

04-Ala-680-M2.2/R6.6

Project ID 0415000190

Bids open Thursday, November 16, 2017

Dated October 16, 2017

AADD

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
Contract No.: 04-2537H4 Project ID: 0415000190
Bidder Name: Empire Landscaping Inc
BID TO THE DEPARTMENT OF TRANSPORTATION
DES-OE-0102.1

Bidder ID: VC0000106209

Name of Bidder Empire Landscaping Inc
Bidder ID VC0000106209
Business Street Address 118 Hickory Ln
(Include even if P.O. Box is used)
Business P.O. Box
City, State, Zip Davis , CA, 95616
Telephone No. 530-400-3943
Fax No. 530-757-1355
Contractor License No. 811554
California Department of Industrial Relations Registration number 1000010158
Checksum 5C4C2315

1. Bidder agrees, if this bid is accepted, to enter into a contract with the Department, in the form included in the Standard Specifications, to perform the work provided in the Contract under the terms of the Contract for the price or prices bid.

For a lump sum or unit price based bid, Bidder additionally agrees to perform the work within the number of working days shown on the Notice to Bidders.

For a cost plus time based bid on a contract without a plant establishment or permanent erosion control establishment period, Bidder additionally agrees to perform the work within the number of working days bid.

For a cost plus time based bid on a contract with a plant establishment or permanent erosion control establishment period, Bidder additionally agrees to perform the non-establishment work within the number of working days bid for non-establishment work.

- 2.1. If a discrepancy between the unit price and the item total exists, the unit price prevails except:
 - 2.1.1. If the unit price is illegible, omitted, or the same as the item total, the item total prevails and the unit price is the quotient of the item total and the quantity.
 - 2.1.2. If a decimal error is apparent in the product of the unit price and the quantity, the Department will use either the unit price or item total based on the closest by percentage to the unit price or item total in the Department's Final Estimate.
- 2.2. If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.
- 2.3. Bids on lump sum items are item totals. If a unit price for a lump sum item is entered and it differs from the item total, the item total prevails.
- 2.4. Entries are to be expressed in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.

2.5. Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.

2.6. For a lump sum based bid, the item total is the bid amount the Department uses for bid comparison.

For a unit price based bid, the sum of the item totals is the bid amount the Department uses for bid comparison.

For a cost plus time based bid, the sum of the item totals and the total bid for time is the bid amount the Department uses for bid comparison.

2.7. The Department's decision on the bid amount is final.

3. Bidder has and acknowledges the following addenda:0

4. Bidder submits this bid with one of the following forms of bidder's security equal to at least 10 percent of the bid, including any additive items: Bidder's Bond

5. Bidder's signature is an affirmation of the included certifications. Bidder is cautioned that making a false certification may result in one or more of the following:

5.1. Criminal prosecution

5.2. Rejection of the bid

5.3. Rescission of the award

5.4. Termination of the Contract

PRINTED NAME:Ahmet Gulcu AND

TITLE OF PERSON SIGNING:Ahmet Gulcu

BY (Authorized signature)

DATE SIGNED(Do not type)

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Contract No.: 04-2537H4 Project ID: 0415000190

Bidder Name: Empire Landscaping Inc

Bidder ID: VC0000106209

Item No.	Item Code	Item Description	Estimated Quantity Unit of Measure	Unit Price	Item Total
1	070030 PLAN	LEAD COMPLIANCE	LUMP SUM LS	LUMP SUM	1,000.00
2	100100 SUPPLY	DEVELOP WATER	LUMP SUM LS	LUMP SUM	10,000.00
3	120090 AREA SIGNS	CONSTRUCTION	LUMP SUM LS	LUMP SUM	9,000.00
4	128652 CHANGEABLE MESSAGE SIGN (LS)	PORTABLE	LUMP SUM LS	LUMP SUM	1,000.00
5	130100 MANAGEMENT	JOB SITE	LUMP SUM LS	LUMP SUM	20,000.00
6	130300 WATER POLLUTION PREVENTION PLAN	PREPARE STORM	LUMP SUM LS	LUMP SUM	3,000.00
7	130330 ANNUAL REPORT	STORM WATER	2.0 EA	2,000.00	4,000.00
8	130570	TEMPORARY COVER	860.0 SQYD	5.00	4,300.00
9	130620 DRAINAGE INLET PROTECTION	TEMPORARY	40.0 EA	100.00	4,000.00
10	130640 ROLL	TEMPORARY FIBER	10,400.0 LF	3.00	31,200.00
11	130680 FENCE	TEMPORARY SILT	3,530.0 LF	3.00	10,590.00
12	130730	STREET SWEEPING	LUMP SUM LS	LUMP SUM	1,000.00

Item No.	Item Code	Item Description	Estimated Quantity Unit of Measure	Unit Price	Item Total
13	200002	ROADSIDE CLEARING	LUMP SUM LS	LUMP SUM	50,000.00
14	202006	SOIL AMENDMENT	130.0 CY	50.00	6,500.00
15	202038	PACKET FERTILIZER	12,000.0 EA	0.50	6,000.00
16	204009	PLANT (GROUP I)	170.0 EA	15.00	2,550.00
17	204035	PLANT (GROUP A)	4,630.0 EA	15.00	69,450.00
18	204036	PLANT (GROUP B)	340.0 EA	40.00	13,600.00
19	204038	PLANT (GROUP U)	340.0 EA	100.00	34,000.00
20	204099	PLANT ESTABLISHMENT WORK	LUMP SUM LS	LUMP SUM	120,000.00
21	205035	WOOD MULCH	4,420.0 CY	36.00	159,120.00
22	034027	WOOD MULCH (PLANT ESTABLISHMENT)	2,010.0 CY	36.00	72,360.00
23	206400	CHECK AND TEST EXISTING IRRIGATION FACILITIES	LUMP SUM LS	LUMP SUM	10,000.00
24	034028	TWO-WIRE CONDUCTOR CABLE	LUMP SUM LS	LUMP SUM	40,000.00

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Contract No.: 04-2537H4 Project ID: 0415000190

Bidder Name: Empire Landscaping Inc

Bidder ID: VC0000106209

Item No.	Item Code	Item Description	Estimated Quantity Unit of Measure	Unit Price	Item Total
25	206562	1" REMOTE CONTROL VALVE	56.0 EA	300.00	16,800.00
26	206564	1 1/2" REMOTE CONTROL VALVE	31.0 EA	400.00	12,400.00
27	206570	REMOTE CONTROL VALVE WITH FLOW SENSOR	4.0 EA	3,000.00	12,000.00
28	206631	1" WYE STRAINER ASSEMBLY	2.0 EA	350.00	700.00
29	206635	2 1/2" WYE STRAINER ASSEMBLY	28.0 EA	1,000.00	28,000.00
30	206922	TWO-WIRE IRRIGATION CONTROLLER	5.0 EA	20,000.00	100,000.00
31	208416	CERTIFY EXISTING BACKFLOW PREVENTERS	LUMP SUM LS	LUMP SUM	200.00
32	208440	BACKFLOW PREVENTER ENCLOSURE	1.0 EA	2,500.00	2,500.00
33	208447	POP-UP SPRINKLER ASSEMBLY (GEAR DRIVEN)	150.0 EA	40.00	6,000.00
34	208448	RISER SPRINKLER ASSEMBLY	3,340.0 EA	20.00	66,800.00
35	208562	CAM COUPLER ASSEMBLY	1.0 EA	300.00	300.00
36	208576	2 1/2" GATE VALVE	18.0 EA	700.00	12,600.00

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Contract No.: 04-2537H4 Project ID: 0415000190

Bidder Name: Empire Landscaping Inc

Bidder ID: VC0000106209

Item No.	Item Code	Item Description	Estimated Quantity Unit of Measure	Unit Price	Item Total
37	208588	3" GATE VALVE	3.0 EA	700.00	2,100.00
38(F)	208594	3/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	38,906.0 LF	3.00	116,718.00
39(F)	208595	1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	9,569.0 LF	3.00	28,707.00
40(F)	208596	1 1/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	5,619.0 LF	3.50	19,666.50
41(F)	208597	1 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	1,922.0 LF	4.00	7,688.00
42(F)	208598	2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	1,328.0 LF	4.00	5,312.00
43(F)	208606	2 1/2" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	14,428.0 LF	5.00	72,140.00
44(F)	208607	3" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	1,099.0 LF	5.50	6,044.50
45	208640	PRESSURE REGULATING VALVE	2.0 EA	1,000.00	2,000.00
46	208649	QUICK COUPLING VALVE	30.0 EA	250.00	7,500.00
47	208683	BALL VALVE	31.0 EA	400.00	12,400.00
48	208738	8" CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT	220.0 LF	50.00	11,000.00

Item No.	Item Code	Item Description	Estimated Quantity Unit of Measure	Unit Price	Item Total
49	208819	8" WELDED STEEL PIPE CONDUIT	430.0 LF	140.00	60,200.00
50	208820	10" WELDED STEEL PIPE CONDUIT	30.0 LF	170.00	5,100.00
51	210350	FIBER ROLLS	2,530.0 LF	3.00	7,590.00
52	802501	4' CHAIN LINK GATE (TYPE CL-6)	2.0 EA	500.00	1,000.00
53	870009	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	LUMP SUM LS LS LS	LUMP SUM	1,000.00
54	870136	ELECTRIC SERVICE FOR IRRIGATION	LUMP SUM LS	LUMP SUM	9,000.00
55	999990	MOBILIZATION	LUMP SUM LS	LUMP SUM	120,000.00
Total Bid					\$1,436,136.00

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
Contract No.: 04-2537H4 Project ID: 0415000190
Bidder Name: Empire Landscaping Inc Bidder ID: VC0000106209
DES-OE-0102.2C (REV 03/2015)

Bidding Firm: Empire Landscaping Inc

List this sub? Yes

1) Business Name Bullseye Boring
Location City Calimesa State CA
California Contractor License Number 926356
Public Works Contractor Registration Number 1000040255
Portion of Work Subcontracted:

Item	%	Description
49	100	Bore and instll 8" WSP at 5 locations
50	100	Bore and istall 10" WSP at 1 location

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Contract No.: 04-2537H4 Project ID: 0415000190

Bidder Name: Empire Landscaping Inc

Bidder ID: VC0000106209

REQUEST FOR SMALL BUSINESS PREFERENCE OR NON-SMALL BUSINESS PREFERENCE

DES-OE-0102.7 (REV 02/2010)

COMPLETE ONE OF THE FOLLOWING:

*Small Business Preference

The undersigned requests small business preference and certifies, under penalty of perjury, that the firm meets the requirements of 2 CA Code of Regs ♦ 1896 et seq. and is certified as a small business at the time and day of bid opening or has submitted a complete application to the Department of General Services (DGS) and is subsequently certified. The complete application and any required substantiating documentation must be received by DGS by 5:00 p.m. on bid opening date.

Small Business Certification (Reference) Number: 1676340

Date: 11/12/17 Signature: _____

*Non-Small Business Preference

The undersigned non-small business preference and notifies the Department on the Certified Small Business Listing for the Non-Small Business Preference form that it commits to subcontract at least 25 percent of its bid amount with one or more firms that meets the requirements of 2 CA Code of Regs ♦ 1896 et seq. and the firms are certified as small businesses at the time and day of bid opening or have submitted a complete application and are subsequently certified by the Department of General Services (DGS). The complete application and any required substantiating documentation must be received by DGS by 5:00 p.m. on bid opening date. List these firms on the Certified Small Business Listing for the Non-Small Business Preference form.

Date: Signature: _____

This form must be completed by all bidders. Failure of a non-California company to fill out and sign this form may be cause for rejection of its bid. Eligibility for a reciprocal preference for a California company is waived if the California company fails to complete and sign this form under penalty of perjury.

The undersigned certifies that it is a "California company" as defined in Pub Cont Code ♦ 6107 and meets one of the following (enter requested information):

1. I am a California company which has its principal place of business in California.

or

2. I a California company which has its principal place of business in a state in which there is no local contractor preference on construction contracts.

Name of State:

or

3. I a California company which has its principal place of business in a state in which there is a local contractor preference and my company has paid not less than \$5,000 in sales or use taxes to California for construction related activity for each of the 5 years immediately preceding the submission of the bid.

Name of State:

California Sales or Use Tax No.:

or

The undersigned certifies that it is not a "California company."

4. I a California company.

My principal place of business is in:

(Enter state or country)

Describe any and all bid preferences provided to your company by the state or country in which your company has its principal place of business.
(Attach additional sheets if necessary.)

Describe:

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE _____ Signature of Bidder _____

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Contract No.: 04-2537H4 Project ID: 0415000190

Bidder Name: Empire Landscaping Inc

Bidder ID: VC0000106209

OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

DES-OE-0102.12A (REV. 8/2012)

To opt out of payment adjustments for price index fluctuations as specified, complete this form.

I opt out of the payment adjustments for price index fluctuations.

Enter Date and Name to opt out of payment adjustments for price index fluctuations.

Date: 11/12/17 Bidder's Name: Empire Landscaping Inc

Signature: _____

UNDOCUMENTED ALIENS EMPLOYMENT

Under Pub Cont Code ♦ 6101, the Bidder certifies compliance with state and federal law respecting the employment of undocumented aliens.

NONCOLLUSION

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Under PCC 7106 and 23 USC 112, the bidder declares as follows:

State of CA County of Yolo

Name: Ahmet Gulcu,

being first duly sworn, deposes and says that he or she is

Ahmet Gulcu of

President

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CHILD SUPPORT COMPLIANCE ACT

Under Pub Cont Code ♦ 7110, the contractor acknowledges that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
2. The contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

NATIONAL LABOR RELATIONS BOARD

Under Pub Cont Code ♦ 10232, the contractor, swears under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board.

VIOLATION OF LAW OR A SAFETY REGULATION

Under Pub Cont Code ♦ 10162, the Bidder must complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation? No

If the answer is yes, explain the circumstances in the following space.

ANTITRUST LAW

Under Pub Con Code ♦ 10285.1, the Bidder declares under penalty of perjury under the laws of the State of California that the Bidder Has Not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Pub Cont Code ♦ 1101, with any public entity, as defined in Pub Cont Code ♦ 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

If the Bidder has been convicted of an offense within the past 3 years, provide the conviction details including the date and ultimate resolution of each conviction in the space below.

PERMITS, LICENSES, AGREEMENTS, CERTIFICATIONS, AND RAILROAD
RELATIONS AND INSURANCE REQUIREMENTS

Bidder acknowledges that permits, licenses, agreements, certifications, and the requirements in the document titled "Railroad Relations and Insurance Requirements" are components of the Contract under section 5-1.02 of the Standard Specifications.

BIDDER RESPONSIBILITY QUESTIONNAIRE

Failure to truthfully answer the following questions will result in a finding that the bid is nonresponsive. The Bidder must complete, under penalty of perjury, the following questionnaire:

1. Within the past 10 years, has the Bidder been found to be a nonresponsible bidder by any public entity, including federal, State, local, or regional entities?

No

2. Within the past 10 years, have any of the Bidder's officers or employees with a proprietary interest in the Bidder been determined to be a nonresponsible bidder by a public entity, including federal, State, local or regional entities?

No

3. Is there any officer or employee of the Bidder who now has or has had any proprietary interest in another company that bid or bids on public works projects whose company has been determined to be a nonresponsible bidder by any public entity, including federal, State, local, or regional entities?

No

4. If the answer to any of the 3 preceding questions is yes, disclose all pertinent details of the determination of nonresponsibility, including:

4.1. Date of each nonresponsibility determination

4.2. Name of each public agency issuing the nonresponsibility determination and a contact person at that agency who would have information about the determination

4.3. Contract number for each nonresponsibility determination

END CERTIFICATIONS

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
BIDDER'S BOND
DES-OE 0102.3 (REV 4/2016)
Contract No. 04-2537H4

Bond No. _____

We _____

_____ as Principal, and

_____ as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for CONSTRUCTION ON STATE HIGHWAY IN ALAMEDA COUNTY IN FREMONT FROM 0.2 MILE SOUTH OF MISSION BOULEVARD/ROUTE 262 SEPARATION TO 0.3 MILE NORTH OF MISSION BOULEVARD/ROUTE 238 SEPARATION In District 04 on Route 680 for which bids are to be opened at 1727 30th Street, Sacramento CA 95816 on 11-16-17.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20____.

Principal: _____

Surety: _____

Address of Surety: _____

(for correspondence or claims)

By _____

Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On this _____ before me, _____

Date

Here insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE _____

Signature of Notary Public

(SEAL)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

Contract No. 04-2537H4

BIDDER'S BOND

DES-OE-0102.3 (REV 3/2008)

Bond No. n/a

We EMPIRE LANDSCAPING, INC.

as Principal, and

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for Construction on State Highway in Alameda County in Fremont From 0.2 Mile South of Mission Boulevard/Route 262 Separation to 0.3 Mile North of Mission Boulevard/Route 238 Separation District-County-Route-Post Mile: 04-Ala-680-M2.2/R6.6
(Copy here the exact description of work, including location, as it appears on the proposal)
 Contract No. 04-2537H4

for which bids are to be opened at Sacramento, California*(Insert place where bids will be opened)*on November 16, 2017*(Insert date of bid opening)*

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: November 6, 20 17

Correspondence or claims relating to this bond should be sent to the surety at the following address:

11070 White Rock Rd., Ste. 130Rancho Cordova, CA 95670EMPIRE LANDSCAPING, INC.*Principal*TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA*Surety*By Karen Amin*Karen Amin, Attorney-in-Fact*

** Please See Attached**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }

County of _____

On this _____ before me,

*Date**Here Insert Name and Title of the Officer*

personally appeared _____

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Signature _____

*Signature of Notary Public***ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Joaquin)

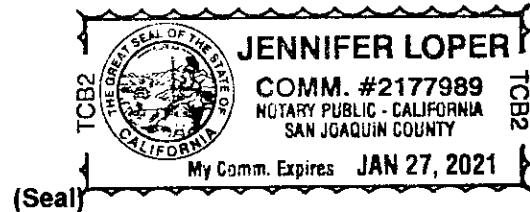
On November 6, 2017 before me, Jennifer Loper, Notary Public
(insert name and title of the officer)

personally appeared Karen Amin,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer Loper





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

228630

Certificate No. 007074971

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Daniel M. Connolly, Karen Amin, David Schnapp, and Jennifer Loper

of the City of Lodi, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of December, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 20th day of December, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of November, 20 17


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.